# CONTRACT



www.kmbc.com

And:

**Great American Media** 1010 Wisconsin Avenue N W Suite 800 Washington, DC 20007

	Contract / Re	vision	Alt Order #	Alt Order #			
	909779	1	07870241				
Product							
DSCC-MO			191				
Contract Dates	Estimate #						
10/09/12 - 10/15/12	1139						
Advertiser			Original Date	/ Revision			
Democratic Senatorial C	ampaign Com	mittee	10/08/12	/ 10/08/12			
	Billing Cycle	Billing	Calendar	Cash/Trade			
	EOM/EOC	Broado	cast	Cash			
	Station	Accou	nt Executive	Sales Office			
	KMBC	Mered	ith Thompson	Eagle-Washing			
	Special Hand	ling					
	Demographic						
	Adults 35+						
	IDB#	Advert	iser Code	Product Code			
	8091						
	Agency Ref		Advertiser	Ref			

Spots/

*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	TypeS	Spots	Amount
D 1 KMBC 10/09/12 10/12/12 First News at 5am	5-5:30am	:30	NM	0	\$0.00
D 2 KMBC 10/09/12 10/12/12 First News at 5:30am	5:30-6am	:30	NM	0	\$0.00
3 KMBC 10/09/12 10/12/12 First News at 6am  Start Date	6-7am <u>Rate</u> \$700.00	:30	NM	4	\$2,800.00
4         KMBC 10/09/12         10/12/12         Good Morning America           Start Date         End Date         Weekdays         Spots/Week           Week: 10/08/12         10/14/12         -TWTF         5	7-9am <u>Rate</u> \$750.00	:30	NM	5	\$3,750.00
5       KMBC 10/13/12       10/13/12       Sa 6-7a         Start Date Week: 10/08/12       End Date 10/14/12       Weekdays	6-7a <u>Rate</u> \$350.00	:30	NM	1	\$350.00
6 KMBC 10/13/12 10/13/12 News Wknd Sat  Start Date	7-9am <u>Rate</u> \$400.00	:30	NM	1	\$400.00
7 KMBC 10/14/12 10/14/12 News Wknd Sun  Start Date Week: 10/08/12 End Date Weekdays Spots/Week	7-9am <u>Rate</u> \$450.00	:30	NM	1	\$450.00
8         KMBC 10/09/12         10/12/12         Rachael Ray Show           Start Date         End Date         Weekdays         Spots/Week           Week: 10/08/12         10/14/12         -TWTF         1	9-10am <u>Rate</u> \$300.00	:30	NM	1	\$300.00
9         KMBC 10/15/12         10/15/12         Rachael Ray Show           Start Date Week: 10/15/12         End Date 10/21/12         Weekdays M         Spots/Week	9-10am <u>Rate</u> \$300.00	:30	NM	1	\$300.00
10 KMBC 10/09/12       10/12/12       The View         Start Date Week: 10/08/12       End Date 10/14/12       Weekdays - TWTF       Spots/Week	11am-12pm <u>Rate</u> \$400.00	:30	NM	1	\$400.00
11 KMBC 10/15/12       10/15/12       The View         Start Date       End Date       Weekdays       Spots/Week         Week: 10/15/12       10/21/12       M       1	11am-12pm <u>Rate</u> \$400.00	:30	NM	1	\$400.00
12 KMBC 10/09/12 10/12/12 M-F 12n-1p Start Date End Date Weekdays Spots/Week	12n-1p <u>Rate</u>	:30	NM	2	\$600.00

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

Print Date 10/08/12 Page 2 of 5 Contract Agreement Between:



www.kmbc.com

Contract / Revision Alt Order # 07870241 909779

Cont	ract Dates		Product		Estim	ate#	40	
10/09	9/12 - 10/1	5/12	DSCC-N	MO	1139			
Advertiser				Original Date / Revision				
Democratic Senatorial Ca			10/08/12	I	10/08/12			
mo	Dave		Spots/	Pata	Type S	note	Amount	
me	Days	Length	Week	Rate	TypeS	pots	Amo	

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	TypeS	pots	Amount
Start Date         End Date         Weekdays         Spots/Week           Week: 10/08/12         10/14/12         -TWTF         2	Rate \$300.00				
13 KMBC 10/14/12 10/14/12 This Week With George Ste		:30	NM	1	\$550.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/08/12         10/14/12        S         1	<u>Rate</u> \$550.00				
14 KMBC 10/09/12 10/12/12 Dr. Phil	3-4pm	:30	NM	1	\$300.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/08/12         10/14/12         -TWTF         1	Rate \$300.00				
15 KMBC 10/15/12 10/15/12 Dr. Phil	3-4pm	:30	NM	1	\$300.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/15/12         10/21/12         M         1	Rate \$300.00				
16 KMBC 10/15/12 10/15/12 DR OZ	4PM-5PM	:30	NM	1	\$450.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/15/12         10/21/12         M         1	<u>Rate</u> \$450.00				
17 KMBC 10/09/12 10/12/12 5pm News	5-530pm	:30	NM	5	\$6,000.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/08/12         10/14/12         -TwTF         5	Rate \$1,200.00				
18 KMBC 10/09/12 10/12/12 6pm News	6-630pm	:30	NM	5	\$7,000.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/08/12         10/14/12         -TwTF         5	Rate \$1,400.00		- 1		
D 19 KMBC 10/13/12 10/13/12 6pm News Saturday	6-7pm	:30	NM	0	\$0.00
20 KMBC 10/14/12 10/14/12 5pm News Sunday	5-6pm _	:30	NM	1	\$800.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/08/12         10/14/12        S         1	<u>Rate</u> \$800.00				
21 KMBC 10/09/12 10/12/12 630-7p	630-7pm	:30	NM	2	\$3,000.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/08/12         10/14/12         -TwTF         2	Rate \$1,500.00				
22 KMBC 10/15/12 10/15/12 DWS	Prime Other	:30	NM	1	\$4,500.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/15/12         10/21/12         M         1	Rate \$4,500.00				
23 KMBC 10/12/12 10/12/12 PRIMETIME	8-9pm	:30	NM	1	\$1,400.00
Start Date         End Date         Weekdays         Spots/Week           Week:         10/08/12         10/14/12        F         1	<u>Rate</u> \$1,400.00				
24 KMBC 10/09/12 10/12/12 M-F/SU 10pm News	10-1035pm	:30	NM	3	\$7,500.00
Week: 10/08/12 End Date Weekdays Spots/Week 3 TWTF 3	<u>Rate</u> \$2,500.00				
25 KMBC 10/14/12 10/14/12 Su 10pm news	10-1030pm	:30	NM	1	\$2,500.00
Start Date         End Date         Weekdays         Spots/Week           10/08/12         10/14/12        5         1	<u>Rate</u> \$2,500.00		- 1		
26 KMBC 10/14/12 10/14/12 SU 1030pm News	1030-11pm	:30	NM	1	\$1,000.00
Week: 10/08/12 End Date 10/14/12 Weekdays Spots/Week	Rate \$1,000.00				
27 KMBC 10/09/12 10/12/12 M-F 1035-1105pm	1035-1105pm	:30	NM	1	\$750.00
Start Date         End Date         Weekdays         Spots/Week           Week:         10/08/12         10/14/12         -TwTF         1	Rate \$750.00				
28 KMBC 10/14/12 10/14/12 Su 2&1/2 Men	SU 11-1130pm	:30	NM	1	\$700.00
Week: Start Date 10/14/12 End Date Weekdays 5pots/Week 10/14/12	<u>Rate</u> \$700.00				

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 Contract / Revision 909779 /
 Alt Order # 07870241

 Contract Dates 10/09/12 - 10/15/12
 Product DSCC-MO
 Estimate # 1139

www.kmbc.com

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	TypeS	Spots	Amount
29 KMBC 10/13/12       10/13/12       ABC College Football         Start Date       End Date       Weekdays       Spots/Week         Week: 10/08/12       10/14/12      5-       1	11a-6p <u>Rate</u> \$4,000.00	:30	NM	1	\$4,000.00
N 30 KMBC 10/13/12 10/13/12 Sa 6-7a  Start Date	6-7a <u>Rate</u> \$500.00	:30	NM	1	\$500.00
N 31 KMBC 10/14/12 10/14/12 Su 6-7a  Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/121 1	6-7a <u>Rate</u> \$500.00	:30	NM	1	\$500.00
N 32 KMBC 10/13/12 10/13/12 Sat News @ 5am  Start Date   End Date   Weekdays   Spots/Week   Week: 10/08/12 10/14/121 1	5-6am <u>Rate</u> \$200.00	:30	NM	1	\$200.00
N 33 KMBC 10/14/12 10/14/12 Sun News @ 5am  Start Date	5-6am <u>Rate</u> \$200.00	:30	NM	1	\$200.00
N 34 KMBC 10/14/12 10/14/12 News Wknd Sun  Start Date End Date Weekdays Spots/Week  Week: 10/08/12 10/14/121 1	7-9am <u>Rate</u> \$550.00	:30	NM	1	\$550.00
		Totals		50	\$52,450.00

 Time Period
 # of Spots
 Gross Amount
 Net Amount

 10/01/12
 -10/15/12
 50
 \$52,450.00
 \$44,582.50

 Totals
 50
 \$52,450.00
 \$44,582.50

lanahura.	Data:
Signature:	Date:

# TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Ad vertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

#### 1 BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 1.5th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the Goe of this contract, it is understood that Agency makes this contract both for itself, and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

#### 2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract stany time; (i) upon material breach by Agency, (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payeble. The Agency's only liability shall be to pay for telepasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the leaser of the following: (f) the sotial nonconcellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the bital which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(s) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Faragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

#### OMISSION OF BROADCAST.

If, as a result of an abt of Spd, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to complywith the Communications Act of 1934, as amended, to satisfy the "reasonable spoess" and/or "regular opportunity" requirements for pertain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement's) or programs to be broadcast hereunder. Station shall not be in preson hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be walked; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonably seating because the pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the proadcast had been made in its entirety.

#### 4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recepture time previously sold when necessary to comply with its obligations to make available "reasonable aboses" and/or "aculal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the carties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed can called without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

#### FXED RATE PURCHASES.

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buyor at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station. Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

8. A GENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency a sole cost and excense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contracy to the public interest, (ii) shall conform to the Station's than existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and confirming right to reject on course Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if some part of Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's excense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

## 7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all dains, demands, debts, obligations or charges (including reasonable afformey fees and disbursements) which arise out of or result from the broadcast, preparation for proadcast or contemplated broadcast of materials furnished by or on behalf of Agency's not Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold narmless Agency and Advertiser with respect to all materials furnished by Station. The indemnified snall promptly notify and cooperate with the indemnifier with respect to any plaint. The provisions of this paragraph shall survive the termination or expiration of this contract.

#### CONSEQUENTIAL DAMAGES

Agen by and Station he reby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any ornisation of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station and be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

#### 9. GENERAL

(a) Station will proadcast the announcements and programs covered by this contraction the dates and at the approximate hourlytimes provided for the

face hereof.

(b)	The Station shall exercise normal	precautions in handling of prope	rtyano mail, but assumes no liabili	ty for loss or damage to program or commercia
materials and other property furni	ished by the Agency in connection wi	ith broadcasts hereunder. The S	itation will not accept or process ma	ail, correspondence, or telephone calls in
connection with broad casts exce-	ot after its prior approval.			

- (b) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof, and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily lisble for the Advertiser's payment of sums due hereunder and Station and look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has there before made payment to the Agency thereon, and to the extent that Advertiser has there before made payment to the Agency thereon, and to the extent that Advertiser has there before made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to essign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming in solvent; or (ii), after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Ad vertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency/shall not assign this contract except to another agency/which succeeds to its business of representing Advertiser and provided such other agency/assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency/and only the successor agency/shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to proadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that have done the face hereof.
- (a) This contact contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC leased pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or anyother provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agendes and Advertisers are encouraged to request a copyrofitie Station's current political advertising disclosure statement.]

#### Print Date 10/02/12

## Page 1 of 5

# CONTRACT



www.kmbc.com

And:

Great American Media 1010 Wisconsin Avenue N W Suite 800 Washington, DC 20007

-TWTF--

The View

10/15/12

11 KMBC 10/15/12

1

	Contract / Re	vision		Alt Order #	
	909779	1		07870241	-
Product				************	
DSCC-MO					
Contract Dates	Estimate #				
10/09/12 - 10/15/12	1139				
Advertiser	-		Ori	ginal Date	/ Revision
Democratic Senatorial Ca	ampaign Com	mittee	1	0/02/12	/ 10/02/12
	Billing Cycle	Billing	Billing Calendar		Cash/Trade
	EOM/EOC	Broadcast			Cash
	Station	Accour	nt E	xecutive	Sales Office
	KMBC	Meredi	th T	hompson	Eagle-Washingt
	Special Hand	ling			
	Demographic				
	Adults 35+				
	IDD#	A -11		0 1	D 1 10 1
	8091	Adverti	ser	Code	Product Code
	Agency Ref	-		Advertiser	Ref

NM

\$400.00

Spots/

:30

\*Line Ch Start Date End Date Description Start/End Time Days Length Week Rate Type Spots Amount KMBC 10/09/12 10/12/12 First News at 5am 5-5:30am NM :30 3 \$750.00 Weekdays Start Date End Date Spots/Week Rate Week: 10/08/12 10/14/12 -TWTF--\$250.00 2 KMBC 10/09/12 10/12/12 First News at 5:30am 5:30-6am :30 NM 3 \$1,200.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/08/12 10/14/12 -TWTF--3 \$400.00 KMBC 10/09/12 3 10/12/12 First News at 6am 6-7am :30 NM \$2,800.00 4 Weekdays Spots/Week End Date Rate Week: 10/08/12 10/14/12 \$700.00 -TWTF--KMBC 10/09/12 10/12/12 Good Morning America 7-9am :30 MM 5 \$3,750.00 Weekdays Start Date End Date Spots/Week \$750.00 Week: 10/08/12 10/14/12 TWTF-5 KMBC 10/13/12 10/13/12 Sa 6-7a 6-7a :30 NM \$350.00 Start Date Spots/Week Weekdays End Date Rate Week: 10/08/12 10/14/12 \$350.00 KMBC 10/13/12 10/13/12 News Wknd Sat 7-9am :30 NM \$400.00 Spots/Week Start Date **End Date** Weekdays Rate Week: 10/08/12 10/14/12 \$400.00 ---5-KMBC 10/14/12 10/14/12 News Wknd Sun 7-9am :30 NM \$450.00 Start Date End Date Weekdays Spots/Week \$450.00 Week: 10/08/12 10/14/12 ----S KMBC 10/09/12 10/12/12 Rachael Ray Show 9-10am :30 NM 1 \$300.00 Spots/Week Start Date End Date Weekdays Week: 10/08/12 10/14/12 \$300.00 -TWTF--KMBC 10/15/12 10/15/12 Rachael Ray Show 9-10am :30 NM \$300.00 1 Start Date End Date Weekdays Spots/Week Rate Week: 10/15/12 10/21/12 M-----\$300.00 KMBC 10/09/12 10/12/12 The View 11am-12pm :30 NM \$400.00 Weekdays End Date Start Date Spots/Week Rate Week: 10/08/12 10/14/12 \$400.00

11am-12pm

<sup>(\*</sup> Line Transactions: N = New, E = Edited, D = Deleted)

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Start Date

KMBC 10/09/12

KMBC 10/14/12

KMBC 10/09/12

KMBC 10/15/12

KMBC 10/15/12

KMBC 10/09/12

KMBC 10/09/12

KMBC 10/13/12

KMBC 10/14/12

KMBC 10/09/12

KMBC 10/15/12

KMBC 10/12/12

KMBC 10/09/12

KMBC 10/14/12

KMBC 10/14/12

Start Date

KMBC 10/09/12

Start Date

Week: 10/08/12

10/08/12

Start Date

10/08/12

Start Date

10/08/12

Start Date

10/08/12

Start Date

10/15/12

Start Date

10/08/12

Start Date

Week: 10/08/12

Start Date

10/08/12

Start Date

10/08/12

Start Date

Start Date

Start Date

Start Date

10/08/12

Start Date

Week: 10/15/12

Week: 10/08/12

Week: 10/08/12

Week: 10/15/12

Week: 10/15/12

Ch Start Date End Date Description

10/12/12

10/14/12

10/12/12

10/15/12

10/15/12

10/12/12

10/12/12

10/13/12

10/14/12

10/12/12

10/15/12

10/12/12

10/12/12

10/14/12

10/14/12

10/12/12

Weekdays

Weekdays

-TWTF--

Weekdays

Dr. Phil

Dr. Phil

DR OZ

5pm News

6pm News

6pm News Saturday

5pm News Sunday

Weekdays

Weekdays

Weekdays

Weekdays

630-7p

Weekdays

DWS

Weekdays

Weekdays

Weekdays

-TWTF--

Weekdays

Weekdays

Weekdays

-TWTF--

PRIMETIME

M-F/SU 10pm News

Su 10pm news

SU 1030pm News

M-F 1035-1105pm

M----

-TWTF-

----5

TWTF-

-TWTF--

M-----

Weekdays

-TWTF--

Weekdays

M----

M-F 12n-1p

M----

Spots/Week

Spots/Week

Spots/Week

Spots/Week

Spots/Week

Spots/Week

Spots/Week

5

Spots/Week

Spots/Week

1

Spots/Week

Spots/Week

Spots/Week

Spots/Week

3

Spots/Week

Spots/Week

Spots/Week

This Week With George Step 930-103

8-9pm

Rate

Rate

Rate

Rate

Rate

\$1,400.00

\$2,500.00 10-1030pm

\$2,500.00

1030-11pm

\$1,000.00

1035-1105pm

\$750.00

10-1035pm

End Date

10/21/12

End Date

10/14/12

End Date

10/14/12

End Date

10/14/12

End Date

10/21/12

End Date

10/21/12

End Date

10/14/12

End Date

10/14/12

End Date

10/14/12

End Date

10/14/12

End Date

10/21/12

**End Date** 

10/14/12

End Date

10/14/12

End Date

10/14/12

End Date

10/14/12

End Date

10/14/12

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\*Line

13

Week:

15

16

Week:

Week:

19

20

Week:

Week:

23

Week:

24

Week:

25

Week:

26

Week:

Contract / Revision Alt Order # 07870241 909779 Contract Dates Product Estimate # 10/09/12 - 10/15/12 DSCC-MO 1139

							-	
	Adve	rtiser				Original D	ate / R	evision
	Demo	ocratic Se	enatorial (	Ca		10/02/1	2 /	10/02/12
				-				
C++/E1-T		1	1	Spots/		=		
Start/End T	ime	Days	Length	Week	Rate	Туре	Spots	Amount
Rate \$400.00								
12n-1p <u>Rate</u>			:30			NM	2	\$600.00
\$300.00								
p 930-1030am <u>Rate</u> \$550.00			:30			NM	1	\$550.00
3-4pm			:30			NM	1	\$300.00
Rate \$300.00								
3-4pm			:30			NM	1	\$300.00
Rate \$300.00								
4PM-5PM			:30			NM	1	\$450.00
Rate \$450.00								
5-530pm			:30			NM	5	\$6,000.00
\$1,200.00								
6-630pm			:30			NM	5	\$7,000.00
Rate \$1,400.00								
6-7pm			:30			NM	0	\$0.00
5-6pm			:30			МИ	1	\$800.00
<u>Rate</u> \$800.00								
630-7pm		700	:30			NM	2	\$3,000.00
Rate \$1,500.00								
Prime Other			:30			NM	1	\$4,500.00
Rate \$4,500.00								

NM

NM

NM

NM

NM

1

3

1

1

1

\$1,400.00

\$7,500.00

\$2,500.00

\$1,000.00

\$750.00

:30

:30

:30

:30

:30

## (\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc. does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



(816)221-9999

www.kmbc.com

	Contract / Revision	Alt Order #			
	909779 /	07870241			
Contract Dates	Product	Estimate #			
10/09/12 - 10/15/12	DSCC-MO	1139			
Advertiser	0	riginal Date / Revision			
Democratic Senatoria	I Ca	10/02/12 / 10/02/12			

			Spots/				
*Line Ch Start Date End Date Description	Start/End Time	Days	Length Week	Rate	Type	Spots	Amount
28 KMBC 10/14/12       10/14/12       Su 2&1/2 Men         Start Date Week:       End Date 10/14/12       WeekdaysS       Spots/Week         10/14/12       10/14/12      S       1	SU 11-1130pm <u>Rate</u> \$700.00		:30		NM	1	\$700.00
29         KMBC 10/13/12         10/13/12         ABC College Football           Week:         10/08/12         End Date 10/14/12         Weekdays 2S 1         Spots/Week 1	11a-6p <u>Rate</u> \$4,000.00		:30		NM	1	\$4,000.00
			Totals	5		51	\$52,450.00

Time Period	# of Spots	Gross Amount	Net Amount	
10/01/12 -10/15/12	51	\$52,450.00	\$44,582.50	
Totals	51	\$52,450.00	\$44,582.50	

Signature:	Dat	e:

#### TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

#### BILLING AND PAYMENTS 1

- (a) Station will, from time to time at intervals following prosdossts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

#### TERMINATION

- Unless otherwise specified on the face hereof, either party may terminate this context, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract if shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station tails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station is only liability shall be to pay as liquidated damages a sum equal to the leaser of the following: (i) the abtual noncanbellable out-of-pooket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation. Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph Paragraph 7.

#### OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Staton's reasonable control, Staton falls to broadcast any or all of the announcement's) or programs to be broad cast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an edjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfeotory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material pert, but not all, of a scheduled proedcast is omitted, a later proedcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the proadcast had been made in its entirety.

## PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole dispretion, it deems to be of greater public interest or significance. Station may also recepture time previously sold when necessary to comply with its obligations to make swallable reasonable appears and/or requal opportunities" to pertain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed can celed without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

#### 5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buyor at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded an other announcement at a reasonabity satisfactory substitute data and time, at no additional charge therefor.

6. A GENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency () shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and guality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast here under, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadpast hereunder.

#### INDEM NIFICATION

Agen by and Advertiser will jointly and severally indemnify and hold harmless Station from and against all daims, demands, debts, obligations or charges (including reasonable aftorney fees and disbursements) which arise but of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials arrished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnites shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contact.

#### CONSEQUENTIAL DAMAGES

gen dyand. Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broshosst, pursuant to Paragraph 3, or any preemption of proadbast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held lighter for any consequential demages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

#### GENERAL

Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereo f.

(b) The Station shall exercise normal prepautions in handling of property and mail, but assumes no liability for loss or damage to program or commerce	iΞ
materials and other property furnished by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in	
connection with broad casts except after its prior approval.	

- (b) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof; and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily listle for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency alls to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has there to fore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) a fire receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency and the payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast here under for the benefit of any person other than Advertiser, or for a product or service other than that ha med on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1924, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquish ment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

NAB Form PB-17 Issues

# AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

Station and		•		D	ate:
KMBL	Kansas 1	City_			0/8/12
	St station time conce	( · ·	26		ALL
do hereby reque	st station time conce	rning the follo	wing issue:		
	C. L. (1984), Pro Y.				
		DSCC	-1E		
W 64.54 T	A Deriver				
Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
		185.			
	As	ORI	EREC	>	
				8	
9	As 10/9-16/1	s Fligh		8	
Total Charges: \$52,450.00					
\$32,430.00					
This broadcast time will be used by:  DSCC - (E					
Does the programming (in whole or in part) communicate "a message relating to any political matter of national importance?"					
	Yes	. No.	, 024	□ No	

NAB Form PB-17 Issues

For programming that "communimportance," list the name of the office(s) being sought and the da	legally qualified candidate(s) th	e programming refers	ional s to, the
For programming that "communi importance," attach Agreed Upon	cates a message relating to any p Schedule (Page 3)	political matter of nati	onal
I represent that the payment for t	he above described broadcast tir	ne has been furnished	by:
05	SCC -1E		
and you are authorized to announ furnishing the payment, if other t	nce the time as paid for by such phan an individual person, is:	person or entity. The	entity
a corporation; a comm	ittee; 🗆 an association; 🗖 o	or other unincorpora	ited group.
The names, offices, and addresse agents of the entity are named be	s of the chief executive officers, low (may be attached separately	430 5. CAPIT	い うて うど
THIS STATION DOES NOT DIS OF RACE OR ETHNICITY IN T			N THE BASIS
agree to indemnify and hold harm easonable attorney's fees, that may dvertisement(s). For the above-st ranscript, or tape, which will be before the time of the scheduled b	ensue from the broadcast of the ated broadcast(s), I also agree delivered to the station at least	above-requested to prepare a script,	
TO BE SIG	NED BY ISSUE ADVI		
4 27 (2 ) Date S	ignature	202-338-876 Contact Phone Numb	
TO BE SIGN	ED BY STATION REP	RESENTATIV	<b>E</b> .
☐ Accepted	Accepted in Part	, 🗀	Rejected
Signature	Printed Name	Title	AW/
Committee C 2011 by the National Association	of Broadcasters. May Not Be Copied, Reproduc	ed, or Further Distributed.	

NAB Form PH-17 Issues

# AGREED UPON SCHEDULE

For All Issue Advertisements That Communicate a Message Relating to Any Political Matter of National Importance

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
	AS	04	DER	ED	

**Total Charges:** 

# AFTER AIRING OF BROADCASTS:

Attach invoices or Schedule Run Summary to this Form showing:

- (1) actual air time and charges for each spot;
- (2) the date(s), exact time(s) and reason(s) for Make-Good(s), if any; and
- (3) the amount of rebates given (identify exact date, time, class of broadcast and dollar amount for each rebate), if any.

Note: Because the FCC requires that the political file contain the actual times the spots air, that information should be included in the file as soon as possible. If that information is only generated monthly, the file should include the name of a contact person who can provide the times that specific spots aired.